

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1984)

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RECORDATION NO 19625-11625

SEP 29 1995 11 50 AM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL  
URBAN A. LESTER

September 29, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Equipment Lease (1995-1), dated as of September 15, 1995, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177 and two (2) copies of each of the following secondary documents related thereto: Trust Indenture and Security Agreement (1995-1), dated as September 15, 1995, Equipment Lease Supplement (1995-1) No. 1, dated September 29, 1995, Trust Indenture and Security Agreement Supplement (1995-1) No. 1, dated September 29, 1995, and Bill of Sale, dated as of September 29, 1995.

The names and addresses of the parties to the enclosed documents are:

Equipment Lease (1995-1)  
and  
Equipment Lease Supplement No. 1

Lessor: First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Lessee: FMC Corporation  
200 East Randolph Drive  
Chicago, Illinois 60601

Counterpart - Kim Bateman

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Trust Indenture and Security Agreement (1995-1)  
and  
Trust Indenture and Security Agreement Supplement No. 1

Owner Trustee : First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Indenture Trustee : Harris Trust and Savings Bank  
311 West Monroe Street, 12th Floor  
Chicago, Illinois 60603

Bill of Sale

Seller: FMC Corporation  
200 East Randolph Drive  
Chicago, Illinois 60601

Buyer: First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

Also enclosed is a check in the amount of \$105.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

Schedule I

Description of Items of Equipment

ACF 5000 HOPPER CARS

FMLX050001	FMLX050012	FMLX050023	FMLX050034	FMLX050045
FMLX050002	FMLX050013	FMLX050024	FMLX050035	FMLX050046
FMLX050003	FMLX050014	FMLX050025	FMLX050036	FMLX050047
FMLX050004	FMLX050015	FMLX050026	FMLX050037	FMLX050048
FMLX050005	FMLX050016	FMLX050027	FMLX050038	FMLX050049
FMLX050006	FMLX050017	FMLX050028	FMLX050039	FMLX050050
FMLX050007	FMLX050018	FMLX050029	FMLX050040	FMLX050051
FMLX050008	FMLX050019	FMLX050030	FMLX050041	
FMLX050009	FMLX050020	FMLX050031	FMLX050042	
FMLX050010	FMLX050021	FMLX050032	FMLX050043	
FMLX050011	FMLX050022	FMLX050033	FMLX050044	

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EQUIPMENT LEASE SUPPLEMENT (1995-1) NO. 1 <sup>COMMERCIAL COMMISSION</sup>

EQUIPMENT LEASE SUPPLEMENT (1995-1) NO. 1, dated September 29, 1995 (this "Supplement"), between FMC CORPORATION, a Delaware corporation (the "Lessee"), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor"), under a Trust Agreement dated as of September 15, 1995, with the Owner Participant named therein.

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee heretofore have entered into that certain Equipment Lease (1995-1) dated as of September 15, 1995 (herein, together with any amendments and supplements heretofore made thereto, the "Lease"); and

WHEREAS, the Lease provides for the execution and delivery on each Closing Date (such term and other defined terms in the Lease being herein used with the same meanings and the rules of interpretation applicable to the Lease being applicable thereto) of a Supplement thereto substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Lessor and the Lessee agree as follows:

1.01 Acceptance and Lease. The Lessee hereby acknowledges and confirms that on the date hereof the Items of Equipment described in Schedule I hereto have been unconditionally accepted by the Lessee from the Lessor and are now leased under the Lease and have been marked in accordance with Section 4 of the Lease. The Items of Equipment being accepted hereby are located in various jurisdictions, but none of the Items of Equipment being accepted hereby are being accepted in Chicago, Illinois.

1.02 Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount. Attached as Schedules D, E, F and G to the Lease are the Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount and EBO Dates, respectively, for the Items of Equipment covered by this Supplement.

1.03 Term. The Interim Term with respect to the Items of Equipment shall begin on the date of delivery and acceptance hereunder and, subject to the terms of Sections 9 and 12 of the Lease, shall terminate at 11:59:59 p.m. on June 30, 1996. The Basic Lease Term with respect to the Items of Equipment, subject to the provisions of Section 7 of the Lease, shall commence immediately upon the expiration of the Interim Term and shall terminate on July 1, 2017.

1.04 Miscellaneous. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the Lease

without making specific reference hereto, but nevertheless all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

1.05 Law Governing. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

1.06 Limitations of Liability. It is expressly understood and agreed that this Supplement and each other Operative Agreement is executed by the Trust Company, not in its individual capacity or personally but solely as Owner Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Owner Trustee, that (except as otherwise expressly provided herein or therein) each and all of the representations, undertakings and agreements herein and therein made on the part of the Lessor are each and every one of them made and intended not as personal representations, undertakings and agreements by the Trust Company or the Owner Participant, or for the purpose or with the intention of binding the Trust Company or the Owner Participant in its individual capacity or personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Supplement is executed and delivered by the Owner Trustee solely in the exercise of the powers expressly conferred upon the Owner Trustee under the Trust Agreement, that actions to be taken by the Lessor pursuant to its obligations hereunder and thereunder may, in certain instances, be taken by the Lessor only upon specific authority of the Owner Participant, that nothing herein contained shall be construed as creating any liability on the Trust Company or the Owner Participant, in its individual capacity or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, employee, officer or director of, the Trust Company or the Owner Participant, to perform any covenant either express or implied contained herein or therein, all such liability, if any, being expressly waived by the Lessee and by any Person claiming by, through or under the Lessee, provided, however, that nothing contained in this Section 1.06 shall be construed to limit the liability of the Lessor in its individual capacity for any breach of any representations or warranties of the Lessor in its individual capacity set forth herein or to limit the liability of the Lessor for gross negligence or willful misconduct or for the representations made in its individual capacity or with respect to the handling of funds, for liability with respect to the failure to exercise ordinary care. Any obligation of the Lessor hereunder may be performed by the Owner Participant, and any such performance shall not be construed as revocation of the trust created by the Trust Agreement. Nothing contained in this Supplement shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Owner Trustee thereunder.

This Supplement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants

contained therein, as herein modified, shall be and remain in full force and effect.

This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement. To the extent, if any, that this Lease Supplement constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by Harris Trust and Savings Bank on the signature page thereof.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

FMC CORPORATION

By:

*Cheryl A. Francis*  
Name: Cheryl A. Francis  
Title: Treasurer

ATTEST:

By:

*Robert L. Day*  
Name: Robert L. Day  
Title: Secretary

LESSOR:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in its  
individual capacity, but solely as  
Owner Trustee

By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

FMC CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSOR:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in its  
individual capacity, but solely as  
Owner Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Brett R. King

Title: \_\_\_\_\_

Trust Officer

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

C. Scott Nielsen

Title: \_\_\_\_\_

Asst. Vice President

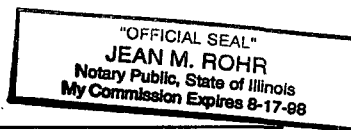


STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 26th of September, 1995, before me personally appeared Cheryl A. Francis and Robert L. Day, to me personally known, who being by me duly sworn, say that they are Treasurer and Secretary, respectively of FMC CORPORATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jean M. Rohr  
Notary Public

[NOTARIAL SEAL]



My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 1995, before me personally appeared \_\_\_\_\_, and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ of \_\_\_\_\_, 1995, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are and \_\_\_\_\_, respectively of FMC CORPORATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

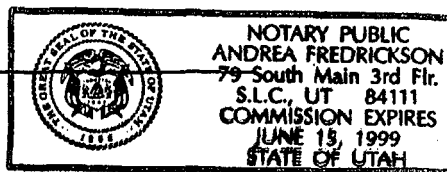
STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 20th day of September, 1995, before me personally appeared Brett R. King and C. Scott Nielsen, to me personally known, who being by me duly sworn, say that they are Trust Officer and Asst. Vice President, respectively, of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Andrea Fredrickson  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_



Schedule I  
(to Equipment Lease Supplement)

Description of Items of Equipment

ACF 5000 HOPPER CARS

FMLX050001	FMLX050012	FMLX050023	FMLX050034	FMLX050045
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